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7  
8 UNITED STATES DISTRICT COURT  
9 DISTRICT OF NEVADA

10 CHARON L. BROWN

11 Plaintiff,

12 vs.

13 CLARK COUNTY, NEVADA; CLARK COUNTY  
DETENTION CENTER; LAS VEGAS  
14 METROPOLITAN POLICE DEPT., a legal entity  
pursuant to (N.R.S. 280.280) and SHERIFF JOSEPH  
15 LOMBARDO et, al. LVMPD John Doe's and Jane  
Doe's who are Las Vegas Metropolitan Police  
16 Officers; John Doe's and Jane Doe's who are  
classification Officers at Clark County Detention  
Center et, al, and all Clark County Detention Center  
17 records officers under title of Las Vegas Metropolitan  
Police Officers employed at Clark County Detention  
18 Center et, al, John Doe's and Jane Does (#1-10)  
Records Officers et, al, and John Does and Janes Does  
19 (#6-10) Classification Officers et, al, along with Clark  
County Detention Centers private in house medical  
20 company (NaphCare) Drs and staff et, al, Health  
Service, Administrative assistant/risk management,  
21 HR Physicians, Director of nursing, medical records  
manager, head of sick call, clinical nursing supervisor,  
22 administrative appointment scheduler, another legal  
entity pursuant to (N.R.S. 280.280) within Clark  
County Detention Center Under (S.O.P. 13.00.00)  
23 along with John Doe (#11-20) and Jane Doe (#1-10)  
inclusive,

24 Defendants.

Case No. 2:15-cv-01670-APG-NJK

**STIPULATION AND PROTECTIVE  
ORDER REGARDING  
CONFIDENTIALITY FOR  
DOCUMENTS PRODUCED**

1 It is anticipated that discovery in this action may require certain parties and non-parties to  
2 disclose information and documents that may be confidential, proprietary and sensitive. The Las  
3 Vegas Metropolitan Police Department ("LVMPD"), NaphCare, Inc. ("NaphCare"), and Plaintiff  
4 Charon L. Brown agree as follows.

5 1. Any Party (defined as a party to this stipulation, whether or not a party to the  
6 litigation) may designate all or any portion of a document, object, file, photograph, video,  
7 tangible thing, interrogatory answers, answers to requests for admissions, deposition testimony,  
8 or other material (the "**Discovery Material**") as "**Confidential Information**" following a good  
9 faith determination that the information so designated is or may reveal trade secrets or matters  
10 which are confidential or proprietary under applicable law. A Party shall designate Confidential  
11 Information by placing the legend "Confidential" on each page designated as Confidential  
12 Information, or securely affix the legend to the object or tangible thing. If any Discovery  
13 Material is disclosed in a form not appropriate for such placing or affixing a legend, it shall be  
14 designated in writing by the producing Party as Confidential Information at the time it is  
15 delivered to the receiving Party. The receiving Party shall treat copies, print-outs, derivative data  
16 or manipulations of such material in accordance with any designations of Confidential  
17 Information as provided for herein.

18 Nothing herein shall be construed to restrict any Party's use of information that is  
19 possessed or known prior to disclosure by another Party, or is public knowledge, or is  
20 independently developed or acquired outside of the production and exchange covered by this  
21 Stipulated Confidentiality and Protective Order.

22 2. The term "disclosure" shall include the dissemination, communication,  
23 publication or reproduction of any confidential material or the specific contents of the  
24 information contained therein, or the communication of any estimate or other information which



1 facilitates the discovery of confidential information.

2 3. As used in this Protective Order, the term "qualified persons" means (i) counsel of  
3 record for the parties to the litigation, including office associates, paralegals, and stenographic  
4 and clerical employees to whom disclosure is reasonably necessary; (ii) experts retained for the  
5 purpose of this litigation to whom disclosure is reasonably necessary and who reviewed and  
6 signed a copy of this Stipulation; (iii) parties to this action; and (iv) court personnel, including  
7 stenographic reporters engaged in such proceedings as are necessarily incident to this litigation.

8 4. Confidential information shall be and remain confidential, and, except as allowed  
9 by this Protective Order, may not be disclosed or communicated, nor used for any purpose other  
10 than this litigation and any subsequent appeals.

11 5. Any and all documents containing confidential information must be retained by  
12 counsel, and not be disclosed or made available to any person other than a qualified person who  
13 has read and acknowledged the terms of this Protective Order. Similarly, the confidential  
14 information contained within those documents may not be disclosed to any person other than a  
15 qualified person. To the extent reasonably necessary, copies of confidential documents may be  
16 provided to experts retained for the purpose of this litigation to whom disclosure is reasonably  
17 necessary and who have signed this Stipulation and Protective Order. Nothing in this Protective  
18 Order shall in any way affect the admissibility or use at trial of any of the documents produced  
19 under this Protective Order.

20 6. Any person who is in possession of confidential information, or to whom  
21 confidential information is disclosed, is responsible for ensuring that such confidential  
22 information is not inadvertently disclosed by him or her. Failure to take all reasonable  
23 precautions to ensure against such inadvertent disclosure will be a breach of this Stipulation and  
24 Order.

1           7. Counsel or parties receiving confidential information may not disclose that  
2 confidential information to any expert without first furnishing to that expert a copy of this  
3 Stipulation and Protective Order and obtaining a signed copy of this Stipulation and Protective  
4 Order from that expert.

5           8. Any person who executes a copy of this Stipulation and Protective Order submits  
6 to the jurisdiction of this Court for purposes of enforcement of this Protective Order, either prior  
7 to or following trial of this action. Jurisdiction of this action is to be retained by this Court after  
8 final determination for purposes of enabling any party or persons affected by this Protective  
9 Order to apply to the Court for such direction or further decree as may be appropriate for the  
10 construction or enforcement of this Protective Order, or for such additional relief as may become  
11 appropriate.

12           9. If any Party affected by this Protective Order objects to the designation by the  
13 disclosing Party of a document or item, pleading, or transcript of testimony as  
14 "CONFIDENTIAL," the objecting Party shall give written notice of its objection to the  
15 disclosing Party and shall identify the document, pleading, and/or testimony at issue and the  
16 reason for the objection. The disclosing Party shall thereafter have twenty (20) business days  
17 within which to apply to the Court for appropriate protection of the document, pleading, and/or  
18 testimony pursuant to the Federal Rules of Civil Procedure. If the disclosing Party does not  
19 make application within twenty (20) business days after receipt of the written objection (or  
20 within the stipulated time period if stipulated to be longer or shorter than twenty (20) days), then  
21 the documents, pleadings, and/or testimony at issue shall no longer be deemed  
22 "CONFIDENTIAL." However, until expiration of the twenty (20) day time period (longer or  
23 shorter if stipulated) or until the Court enters an order changing the designation, whichever is  
24 later, the information shall continue to be given the "CONFIDENTIAL" treatment initially



1 assigned to it and provided for in this Order.

2 10. If any individual is making copies of any confidential information allowed by this  
3 agreement, said individual must ensure that the copies are also marked "Confidential."

4 ~~11. Any person who wishes to file with this Court any document, paper, or other  
5 tangible item disclosing confidential material may disclose only those confidential materials that  
6 are necessary to support the pleading, motion or other paper to which the confidential document,  
7 paper, or other tangible item is attached, and must first attempt to contact the disclosing Party in~~

See order issued n agreement/Stipulation regarding whether the document should be filed  
concurrently herewith contact is not possible, the filing Party must provide counsel of the

10 designating Party with a description of the contacts attempted and/or the basis for not contacting  
11 the undersigned. The parties to this agreement understand that there is a "strong presumption in  
12 favor of access." A party seeking to seal a judicial record at trial and/or the dispositive motions  
13 stage bears the burden of "articulating compelling reasons supported by specific factual findings"  
14 that outweigh the public policies favoring disclosure. Kamakana v. City and County of  
15 Honolulu, 447 F.3d 1172, 1178-79 (9th Cir. 2006).

16 12. Nothing in this Protective Order precludes the deposition examination of any  
17 person regarding confidential information of which they have knowledge. In any such  
18 deposition, the disclosing Party may designate specific testimony deemed to be  
19 "CONFIDENTIAL" by advising the court reporter of such fact prior to the conclusion of the  
20 deposition. The reporter shall mark the face of the transcript "CONTAINS CONFIDENTIAL  
21 INFORMATION." All transcripts of said deposition containing confidential information will be  
22 treated in accordance with this Protective Order, wherein if any portions of the deposition  
23 transcript containing confidential material is to be filed with the Court, ~~Paragraph 11 should be~~

24 ~~observed.~~ See order issued  
concurrently herewith

1           13. Only qualified persons as defined in Paragraph 3 above may attend deposition  
2 examinations in this case, unless all Parties or their counsel agree otherwise.

3           14. The Parties taking any deposition shall retain a court reporter who agrees that  
4 before transcribing any such testimony, that all testimony containing confidential information is  
5 and shall remain confidential and shall not be disclosed except as provided in this Protective  
6 Order and that copies of any transcript, reporter's notes, or any other transcription records of any  
7 such testimony will be retained in absolute confidentiality and safekeeping by such shorthand  
8 reporter or delivered to attorneys of record.

9           15. If, during trial, any Party intends to introduce into evidence any information  
10 designated as "CONFIDENTIAL," he/she shall give timely notice of that intention to the Court,  
11 all counsel, and any disclosing Party, and the Court may take such steps as it shall deem  
12 reasonably necessary to preserve the confidentiality of such information, without violating any  
13 statute or other rule of the Court.

14           16. Nothing in this Protective Order requires a party to disclose confidential  
15 information that the party also contends is protected from disclosure based upon a privilege  
16 (including but not limited to HIPAA rights of others) or for some reason other than the mere  
17 confidential or proprietary nature of the document or information (including but not limited to  
18 non-discoverable trade secrets).

19           17. Upon the final determination of this action, including any appeals, counsel and all  
20 qualified persons shall return any confidential information (or copies thereof) to the disclosing  
21 Party upon request of the disclosing Party. Transcripts containing confidential information also  
22 must be returned to the disclosing Party upon the disclosing Party's request.

23       ///

24




1 18. Anyone found to be in violation of this Protective Order may have sanctions  
2 imposed against him or her as the Court determines is appropriate.

3 IT IS SO STIPULATED this 18<sup>th</sup> day of May, 2017


4 ALVERSON, TAYLOR, MORTENSEN &  
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16 *\*electronic signatures used with permission*

17 **IT IS SO ORDERED.**

18 Dated May 23 \_\_\_\_\_, 2017.

20   
21 UNITED STATES MAGISTRATE JUDGE